

ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT AND ASSUMPTION made as of the ^{4th} day of ~~September~~ ^{October}, 1999, between **CC LIVERMORE 1998 DBT**, a Delaware business trust, having its principal office at 8411 Preston Road, 8th Floor, Dallas, Texas 75225 (herein referred to as "Assignor") and **GOULD LIVERMORE LLC**, a Delaware limited liability company having an address at 60 Cutter Mill Road, Suite 303, Great Neck, New York 11021 (herein referred to as "Assignee");

WITNESSETH:

WHEREAS,

1. Under date of November 25, 1998, Assignor, as landlord, entered into a lease (the "Lease") with Circuit City Store, Inc., ("Tenant") for premises located at 400 Longfellow Court, Suite A, Livermore, California, more particularly described in Exhibit A attached hereto and in the Lease, a memorandum of which has been recorded with the Clerk of Alameda County as Instrument Number 99204913, as amended by First Lease Amendment dated May 20, 1999 between Assignor and Tenant.
2. Assignor now desires to assign its interest as landlord under the Lease to Assignee and Assignee desires to succeed to the interest of Assignor as landlord under the Lease and is willing to assume the observance and performance of the obligations of landlord under the Lease.
3. This Assignment and Assumption is made in connection with the certain contract of Sale dated June 23, 1999, between Assignor, as seller and Gould Investors LP, predecessor in interest to Assignee as purchaser (the "Contract").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

FIRST: Assignor hereby assigns, transfers and sets over unto Assignee all of Assignor's right, title and interest as landlord under the Lease as of the date of this Assignment and Assumption.

SECOND: Assignee, for the benefit of Assignor, hereby agrees to assume, keep, observe and perform each and every one of the terms, covenants and conditions of the Lease on the landlord's part to be observed or performed under the Lease, to the extent accruing on or after the date hereof, with the same force and effect as if Assignee had executed the Lease as the landlord named therein.

THIRD: Assignor hereby indemnifies and agrees to save Assignee its successors and assigns, harmless of and from all loss, cost, damage, liability and expense, including, but not

limited to reasonable counsel fees, arising from or connected with Assignor's obligations with respect to the Lease which accrued prior to the date hereof, including without limitation, those which relate to acts or omissions of Assignor or its contractors, agents, employees, and representatives in connection with the Lease, and with events which occurred prior to the date hereof. This indemnification shall survive the closing under the Contract and delivery of this instrument.

FOURTH: Assignee hereby indemnifies and agrees to save Assignor its successors and assigns, harmless of and from all loss, cost, damage, liability and expense, including, but not limited to reasonable counsel fees, arising from or connected with Assignee's obligations with respect to the Lease which accrue on or after the date hereof. This indemnification shall survive the closing under the Contract and delivery of this instrument.

FIFTH: Except as expressly modified by the foregoing provisions of this Assignment and Assumption, the Lease is hereby ratified and confirmed in all respects by each of the parties to this Assignment and Assumption.

SIXTH: The provisions of this Assignment and Assumption shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

SEVENTH: This Assignment and Assumption may be executed in any number of counterparts which together shall be deemed one and the same instrument.


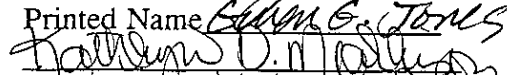
EIGHTH: This Assignment and Assumption shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment
and Assumption as of the day and year first above written.

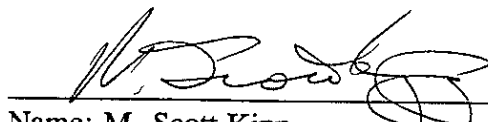
ASSIGNOR:

**CC LIVERMORE 1998 DBT,
A Delaware business trust**

Signed and acknowledged
in the presence of


Printed Name Evelyn G. Jones

Printed Name Kathryn D. Morrison

By:


Name: M. Scott Kipp,
Title: Administrative Trustee

ASSIGNEE:

**GOULD LIVERMORE LLC,
a Delaware limited liability company**

Signed and acknowledged
in the presence of

Printed Name _____

Printe Name _____

By: GOULD INVESTORS L.P. a Delaware
limited partnership, member

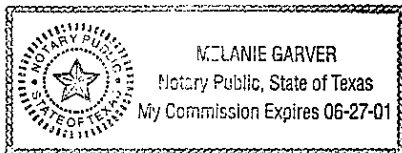
By: GEORGETOWN PARTNERS, INC.
a Delaware corporation, general partner

By: _____
Name:
Title:

[ACKNOWLEDGMENTS ON SEPARATE PAGE]

STATE OF Texas)
) ss.:
COUNTY OF Dallas)

On this 28th day of September, 1999, before me appeared M. SCOTT KIPP, to me personally known, who, being by me duly sworn, did say that he is Administrative Trustee of **CC LIVERMORE 1998 DBT**, and that the Assignment and Assumption of Lease was signed on behalf of said **CC LIVERMORE 1998 DBT**, by authority of its beneficiary and said M. SCOTT KIPP acknowledged said instrument to be the free act and deed of **CC LIVERMORE 1998 DBT**.



Melanie Garver
Notary Public

My Commission Expires:

6/27/01

STATE OF)
) ss.:
COUNTY OF)

On this day of September, 1999, before me appeared _____,
to me personally known, who, being by me duly sworn, did say that he is the Vice President of
GEORGETOWN PARTNERS, INC., a Delaware corporation, the general partner of GOULD
INVESTORS L.P., a Delaware limited partnership, which is the member of GOULD
LIVERMORE LLC, a Delaware limited liability company, and that acting in such capacity
_____ acknowledged said instrument to be the free act and deed
of GOULD LIVERMORE LLC.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment
and Assumption as of the day and year first above written.

ASSIGNOR:

**CC LIVERMORE 1998 DBT,
A Delaware business trust**

**Signed and acknowledged
in the presence of**

Printed Name _____

Printed Name _____

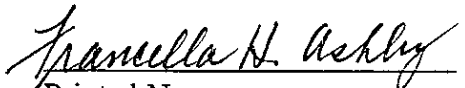
By: _____

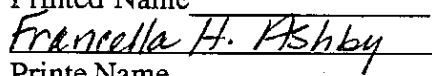
Name: M. Scott Kipp,
Title: Administrative Trustee

ASSIGNEE:

**GOULD LIVERMORE LLC,
a Delaware limited liability company**

**Signed and acknowledged
in the presence of**

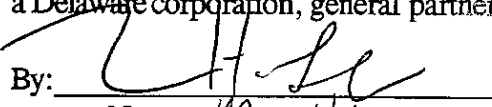


Printed Name


Printe Name

By: GOULD INVESTORS L.P. a Delaware
limited partnership, member

By: GEORGETOWN PARTNERS, INC.
a Delaware corporation, general partner

By: 

Name: M. H. Langer
Title: Vice President

[ACKNOWLEDGMENTS ON SEPARATE PAGE]

STATE OF)
) ss.:
COUNTY OF)

On this day of September, 1999, before me appeared M. SCOTT KIPP, to me personally known, who, being by me duly sworn, did say that he is Administrative Trustee of **CC LIVERMORE 1998 DBT**, and that the Assignment and Assumption of Lease was signed on behalf of said **CC LIVERMORE 1998 DBT**, by authority of its beneficiary and said M. SCOTT KIPP acknowledged said instrument to be the free act and deed of **CC LIVERMORE 1998 DBT**.

Notary Public

My Commission Expires:

STATE OF *New York*)
) ss.:
COUNTY OF *New York*)

On this *30th* day of September, 1999, before me appeared *Mark H. Lundy* ~~Francella H. Ashby~~, to me personally known, who, being by me duly sworn, did say that he is the Vice President of GEORGETOWN PARTNERS, INC., a Delaware corporation, the general partner of GOULD INVESTORS L.P., a Delaware limited partnership, which is the member of GOULD LIVERMORE LLC, a Delaware limited liability company, and that acting in such capacity *Mark H. Lundy* acknowledged said instrument to be the free act and deed of **GOULD LIVERMORE LLC**.

Francella H. Ashby

Notary Public

My Commission Expires:

FRANCELLA H. ASHBY

Notary Public, State of New York
No. 01AS5053925
Qualified in New York County
Commission Expires Jan. 2, 2000

Livermore, California,

EXHIBIT A

LOT 3, TRACT 6783, FILED APRIL 28, 1997, MAP BOOK 231, PAGES 30 - 37,
ALAMEDA COUNTY RECORDS.

EXCEPTING THEREFROM, AN UNDIVIDED 50% INTEREST IN ALL OIL, GAS
AND MINERALS IN AND UNDER THE ABOVE DESCRIBED LAND. THE
SURFACE ENTRY RIGHTS HAVING BEEN TERMINATED BY INSTRUMENT
RECORDED APRIL 6, 1982, SERIES NO. 82049072; AND AS MODIFIED BY THAT
CERTAIN "AMENDMENT TO RESERVATION & QUITCLAIM" RECORDED
OCTOBER 26, 1984, SERIES NO. 84-215690; AND AS FURTHER AMENDED BY
DOCUMENT RECORDED AUGUST 16, 1990, SERIES NO. 90-221114, OFFICIAL
RECORDS.

ASSESSOR'S PARCEL NO. 099B-5752-004